

AMENDMENT NO. 2

**TO INTERCONNECTION/RESALE AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY,
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
NORTHPOINT COMMUNICATIONS, INC.**

This Amendment under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), is dated as of May 15, 2000 among SBC Communications Inc. covering Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, and NorthPoint Communications, Inc. (CLEC), shall apply to the state(s) of California, Connecticut, Illinois, Indiana, Missouri, Ohio, Texas, and Wisconsin.

SBC-13STATE - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

The Interconnection/Resale Agreement(s) ("the Agreement(s)") by and between **SBC-13STATE** and NorthPoint Communications, Inc. ("CLEC") is/are hereby amended as follows:

- (1) Appendix Service Bureau Provider Arrangements has been added to the Agreement.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN OR TO THE EXTEND THERE IS A CONFLICT BETWEEN THIS AMENDMENT AND ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, THE TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. Where there is a conflict between the language of this Amendment and the terms and conditions of the underlying Agreement, the language of this Amendment shall prevail.

(4) This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by **SBC-13STATE**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NORTHPOINT COMMUNICATIONS, INC.

SOUTHWESTERN BELL TELEPHONE COMPANY, PACIFIC BELL TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, ILLINOIS BELL TELEPHONE COMPANY, INDIANA BELL TELEPHONE COMPANY INCORPORATED, THE OHIO BELL TELEPHONE COMPANY, WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

By: SBC Telecommunications, Inc., its
Authorized agent.

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____
(Facility Based – if applicable)

AECN/OCN# _____
(Resale – if applicable)